

EXHIBIT 5

VII. POLICY ON FUNDING TO SUPPORT INDEPENDENT, THIRD-PARTY EDUCATIONAL OR SCIENTIFIC MEETINGS

A. General

Cephalon may provide grants to support meetings, seminars, conferences, and other programs designed to communicate the most current health care information to practitioners and promote scientific interchange. These are programs conducted by institutions, professional organizations, or accredited continuing medical education (CME) providers. The content must be scientifically objective and balanced and cannot be controlled or improperly influenced by Cephalon. If the FDA determines that an activity is not independent, then FDA considers the activity to be promotional and any mention of a Cephalon product must conform to product labeling.

This Policy covers all types of independent educational activities, whether or not accredited as CME or CE, including live events and enduring materials (e.g., publications, CD-ROMs, etc.) This Policy does not cover promotional programs. Promotional programs are those that are organized and/or conducted by Cephalon. Promotional programs are covered in Policy V.

The provision of a grant for an independent medical education program cannot be made as a reward for or to induce the prescribing of any Cephalon product. Similarly, it cannot be made to obtain or improve formulary status. All grants must receive approval from the Cephalon Grants Committee.

B. Policy

1. Provider Control Over Content

Cephalon may limit support to those programs that involve topics of interest to the Company, and may suggest potential topics to a program provider. However, the program provider will maintain control over the content of the program. Cephalon employees may not prepare scripts for speakers, target points for emphasis, or otherwise attempt to influence the content of the program. Cephalon may offer a written list of suggested speakers at the written

request of the program provider, but the final speaker selection will be made by the program sponsor.

2. Agreement

Each independent program must be provided (i.e., organized and conducted) by a program provider that is an entity independent from Cephalon. It is recommended that the program provider execute a pre-approved Cephalon Medical Education Agreement (Form 1 or Form 2) attached to this Policy as Attachments VIII B.1 and B.2 to these Policies. Form 1 should be used if the program potentially involves content related to areas of medicine in which PROVIGIL or GABITRIL may be considered. Form-2 is to be used when providing a grant for a program that potentially involves content related to areas of medicine in which ACTIQ may be considered.

If a provider desires to use any other agreement form, it must be submitted for review and approval of the Legal and Finance Departments at least thirty (30) days prior to the scheduled program. Only pre-approved Cephalon Agreement forms or other forms specifically reviewed and approved by Legal and Finance may be used.

Among other things, the Agreement must require the provider to make the following disclosures in connection with any program supported by Cephalon:

- Any significant relationship between Cephalon and the speaker(s) (e.g., consulting relationship, grant recipient);
- Any unapproved uses of products discussed; and
- Financial support provided by Cephalon.

Moreover, if any provider developing the program also performs services related to the sales and marketing of Cephalon products, the provider must ensure that personnel involved with the sales and marketing services are not also involved with the CME program services.

3. Compliance with ACCME Standards

If the independent program is accredited, it must, in addition to other requirements of this Section B, comply with the “Standards for Commercial Support of Continuing Medical Education” issued by the Accreditation Council for Continuing Medical Education (ACCME).

4. Processing Requests

Program providers must submit requests for financial assistance for independent programs in writing to the Grant Committee. A sales representative may forward a written request from an institution or other program provider to the Grant Committee, but the request should not be accompanied by any written or oral explanation or comment by the Sales Representative on whether the financial assistance should be awarded. In either event, the written request must be submitted to the Grant Committee at least 30 days prior to the proposed program date. The written request must contain a description of the program, including the information set forth on the Cephalon Education Grant Draft Request, attached as Attachment VIII A, along with a letter signed by an authorized representative of the institution/provider, on its letterhead. Copies of the proposed topic outline, if available, should also be attached to the written request. No promises of funding may be made by a Cephalon employee until approval by the Grant Committee following execution of all necessary paperwork as described in this Policy.

In determining whether a grant will be provided, the Grant Committee will assess whether the proposed program has a legitimate scientific and/or educational purpose, whether the program topic is within Cephalon’s scope of interest, and whether the program provider is reputable. The program provider’s purchasing, prescribing, or formulary practices may not be taken into account in determining whether assistance will be provided.

In certain instances, program providers delegate administrative and logistical responsibilities for programs to a third party. If Cephalon receives written notice from the program provider of such a delegation of responsibility, the Company may provide the same types of assistance to the third party as it could to the program provider.

If a grant request is for an amount greater than \$1500, the Vice President of Sales must sign the Grant Draft Request Form. All other Grant Draft Request Forms must be signed by the requesting sales representative as well as the Area Manager or Regional Director. These signatures must occur prior to submission to the Grant Committee. After the appropriate paperwork has been submitted and signed, the Educational Grant Committee will review for approval.

5. Payment

Grants under this Policy will be paid by check issued to the entity providing the program, not any individual speaker. Funds will be paid from the Scientific Communications budget. Payment may not be made until there is an agreement in place that has been approved by the Legal and Finance Departments.

6. Attendees

Cephalon employees may not take primary responsibility for determining the list of attendees, and may not reimburse attendees for travel and lodging expenses, time spent, or registration fees. Cephalon Sales and Marketing representatives may attend, but may not participate in independent programs or engage in promotional activity. Cephalon representatives may distribute invitations to prospective program attendees upon written request from program providers. Representatives may not deliver any other information related to CME programs except upon approval by the Vice President of Sales.

7. Social Events

If approved by the Vice President of Sales or Marketing, Cephalon may sponsor social events in connection with an independent program, provided that:

- A. events are modest by local standards,
- B. events are conducive to discussion and scientific exchange among faculty and attendees; and
- C. time spent at event is small relative to length of education program.

Cephalon sales and marketing personnel may attend such social events.

8. Financial Assistance To Physicians To Attend Programs

Grants may not be paid directly to defray attendees' expenses (e.g., travel expenses, registration expenses, compensation for time expended) for attending an independent educational or scientific program except that funds may be provided to a medical institution to defray the reasonable travel and lodging expenses of its medical students, residents, or fellows to attend. However, any such attendees must be selected by the medical institution and not by the Company. Requests for such funds will be reviewed by the Grant Committee.

9. ROI Analyses

It is not appropriate to do ROI analyses of independent programs or of individual attendees' prescribing habits.

Attachment VII A – EDUCATIONAL GRANT DRAFT REQUEST FORM AND INSTRUCTIONS

INSTRUCTIONS

REP/NAM/MDM: Complete all shaded areas. Fax form with backup documentation to Area Manager / Regional Director *at least 45 days prior to date draft needed*.

AM: Review, sign and fax form with all backup documentation to Area Manager or Regional Director.

Regional Director: Review, sign and fax to Grant Committee, at 610-738-6371.

Grant Committee: Will notify AM and RD of approval and will log into Draft Request Budget.

EDUCATIONAL GRANT DRAFT REQUEST

TODAY'S DATE: _____ DRAFT #: _____ AMOUNT: _____

(To be assigned by AM/ Director)

INSTITUTION NAME: _____

☐ INSTITUTION ☐ ORGANIZATION ☐ ACCREDITED _____ PROVIDER _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TAX ID#: _____

PRODUCT: (CHECK ONE)

☐ ACTIQ ☐ GABITRIL ☐ PROVIGIL ☐ DISEASE STATE/THERAPEUTIC AREA: _____

PROGRAM TITLE: _____ PROGRAM DATE: _____

PROGRAM LOCATION: _____

IS CEPHALON ONLY SPONSOR OF PROGRAM: Y ☐ N ☐

TYPE OF PROGRAM: _____

(Symposia, Teleconference, Grand Rounds, etc)

WILL GRANT SUPPORT ENDURING MATERIALS: Y ☐ N ☐

ATTACH OUTLINE OF TOPICS PROPOSED TO BE DISCUSSED ATTACHED Y ☐ N ☐

DESCRIBE ANY CEPHALON INVOLVEMENT IN THE GRANT REQUEST TO DATE: _____

DESCRIBE ANY FUTURE CEPHALON INVOLVEMENT CONTEMPLATED: _____

REQUESTOR SIGNATURE: _____ TERRITORY #: _____

PRINT NAME: _____

AREA MANAGER / SIGNATURE: _____

PRINT NAME: _____

REGIONAL DIRECTOR SIGNATURE: _____

PRINT NAME: _____

IF GREATER THAN \$1500 OR IF REQUIRED BY CEPHALON STANDARDS FOR DRAFT REQUESTS:

☐ **VICE PRESIDENT OF SALES SIGNATURE:** _____

PRINT NAME: _____

Attachment VII B.1- Cephalon Medical Education Agreement (Gabitril®/Provigil®)

FORM-1: MEDICAL EDUCATION AGREEMENT

As a condition of Cephalon, Inc.'s contribution of funds to support an independent medical education program (with or without CME credits), the Scientific and Educational Activity provider agrees to the following terms and conditions:

This Agreement ("Agreement") is entered into as of _____, _____ by and between Cephalon, Inc. ("Cephalon") and _____ ("Provider") regarding a medical education program sponsored by Cephalon entitled "_____ " to be held on _____, _____. The parties' mutual objectives are to provide a balanced, independent, scientifically rigorous program to promote the education of attendees.

1. Statement of Purpose. This program is for scientific and educational purposes only and not to promote any commercial drug products.

2. Control of Content and Selection of Presenters and Moderators. The provider is ultimately responsible for the control of content and selection of presenters and moderators. Cephalon or its agents may respond to requests initiated by the provider for suggestions of presenters or sources of possible presenters. Cephalon will suggest more than one name (if possible); will provide speaker qualifications; will disclose financial or other relationships between Cephalon and speaker; and will provide this information in writing. Provider will seek suggestions from other sources, and will, in its sole discretion, select presenters and moderators.

3. Disclosure of Financial Relationships. Provider will direct speakers and moderators to disclose to the audience commercial support or funding or other significant financial relationships between the speakers and moderators and Cephalon and/or any other commercial company whose products are pertinent to the content of the presentation. Provider will disclose Cephalon's support at this program.

4. Involvement in Content. There will be no "scripting," emphasis, or influence on content by Cephalon or its agents. However, Cephalon may provide technical support to speakers, e.g., furnishing slides or data, upon their request.

5. Ancillary Promotional Activities. No promotional activities will be permitted in the same room as, or in the obligatory path to, the educational activity. No product advertisements will be permitted within the program or handouts.

6. Objectivity and Balance. Provider will advise presenters that data regarding Cephalon products (or competing products) are to be objectively selected and presented. Provider will provide the opportunity for speakers and the audience to discuss information, both favorable and unfavorable, about the product(s) and/or alternative treatments.

7. Limitations of Data. Provider will request the speakers, to the extent possible, to disclose limits on the data, e.g., that it involves ongoing research, interim analyses, preliminary data, or unsupported opinion.

8. Discussion of Unapproved Uses. Provider will request that presenters disclose when a product is not approved in the United States for the use under discussion.

9. Opportunity for Debate. Provider will ensure opportunities for questioning by attendees and scientific debate with and between presenters.

10. Independence of Provider in the Use of Contributed Funds.

(a) Funds should be in the form of an educational grant made payable to the provider organization.

(b) Provider must be advised of all other support by Cephalon of the CME activity (e.g., distributing brochures, preparing slides). If Provider disapproves of this activity, it shall promptly notify Cephalon.

(c) No other funds from Cephalon will be paid to the program director, faculty, or others involved with this CME activity, e.g., additional honoraria.

11. General.

(a) Cephalon agrees to abide by all requirements of the ACCME Standards for Commercial Support of Continuing Medical Education, and acknowledges receipt of a copy of those standards.

(b) Provider agrees to: (1) abide by the ACCME Standards for Commercial Support of Continuing Medical Education; (2) acknowledge educational support from Cephalon in program brochures, syllabi, and other program materials; and (3) upon request, furnish Cephalon with a report concerning the expenditure of the funds provided by Cephalon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[NAME OF PROVIDER]

CEPHALON, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment VII B.2- Cephalon Medical Education Agreement (Actiq®)

FORM-2: MEDICAL EDUCATION AGREEMENT

As a condition of Cephalon, Inc.'s contribution of funds to support an independent medical education program (with or without CME credits), the Scientific and Educational Activity provider agrees to the following terms and conditions:

This Agreement ("Agreement") is entered into as of _____, _____ by and between Cephalon, Inc. ("Cephalon") and _____ ("Provider") regarding a medical education program sponsored by Cephalon entitled "_____ " to be held on _____, _____. The parties' mutual objectives are to provide a balanced, independent, scientifically rigorous program to promote the education of attendees.

1. Statement of Purpose. This program is for scientific and educational purposes only and not to promote any commercial drug products.

2. Control of Content and Selection of Presenters and Moderators. The provider is ultimately responsible for the control of content and selection of presenters and moderators. Cephalon or its agents may respond to requests initiated by the provider for suggestions of presenters or sources of possible presenters. Cephalon will suggest more than one name (if possible); will provide speaker qualifications; will disclose financial or other relationships between Cephalon and speaker; and will provide this information in writing. Provider will seek suggestions from other sources, and will, in its sole discretion, select presenters and moderators.

3. Disclosure of Financial Relationships. Provider will direct speakers and moderators to disclose to the audience commercial support or funding or other significant financial relationships between the speakers and moderators and Cephalon and/or any other commercial company whose products are pertinent to the content of the presentation. Provider will disclose Cephalon's support at this program.

4. Involvement in Content. There will be no "scripting," emphasis, or influence on content by Cephalon or its agents. However, Cephalon may provide technical support to speakers, e.g., furnishing slides or data, upon their request.

5. Ancillary Promotional Activities. No promotional activities will be permitted in the same room as, or in the obligatory path to, the educational activity. No product advertisements will be permitted within the program or handouts.

6. Objectivity and Balance. Provider will advise presenters that data regarding Cephalon products (or competing products) are to be objectively selected and presented. Provider will provide the opportunity for speakers and the audience to discuss information, both favorable and unfavorable, about the product(s) and/or alternative treatments.

7. Limitations of Data. Provider will request the speakers, to the extent possible, to disclose limits on the data, e.g., that it involves ongoing research, interim analyses, preliminary data, or unsupported opinion.

8. Discussion of Unapproved Uses. Provider will request that presenters disclose when a product is not approved in the United States for the use under discussion.

9. ACTIQ Risk Management Program. Provider is aware that ACTIQ® (oral transmucosal fentanyl citrate) [C-II] was approved subject to a Risk Management Program (RMP). The RMP includes key safety messages that are essential to the safe use of this product. They are:

- ACTIQ is indicated only for the management of breakthrough cancer pain in patients with malignancies who are *already receiving and who are tolerant to opioid therapy for their underlying persistent cancer pain*.
- ACTIQ is contraindicated in the management of acute or postoperative pain, because life-threatening hypoventilation could occur at any dose in patients not taking chronic opiates.
- This product must not be used in opioid nontolerant patients.
- Patients considered opioid tolerant are those who are taking at least 60 mg Morphine/day, 50 mcg transdermal fentanyl/hour, or an equianalgesic dose of another opioid for a week or longer.
- Instruct patients/caregivers that ACTIQ can be fatal to a child. Keep all units from children and discard properly.
- ACTIQ is intended to be used only in the care of cancer patients and only by oncologists and pain specialists who are knowledgeable of and skilled in the use of Schedule II opioids to treat cancer pain.

10. Opportunity for Debate. Provider will ensure opportunities for questioning by attendees and scientific debate with and between presenters.

11. Independence of Provider in the Use of Contributed Funds.

(a) funds should be in the form of an educational grant made payable to the provider organization.

(b) Provider must be advised of all other support by Cephalon of the CME activity (e.g., distributing brochures, preparing slides). If Provider disapproves of this activity, it shall promptly notify Cephalon.

(c) no other funds from Cephalon will be paid to the program director, faculty, or others involved with this CME activity, e.g., additional honoraria.

12. General.

(a) Cephalon agrees to abide by all requirements of the ACCME Standards for Commercial Support of Continuing Medical Education, and acknowledges receipt of a copy of those standards.

(b) Provider agrees to: (1) abide by the ACCME Standards for Commercial Support of Continuing Medical Education; (2) acknowledge educational support from Cephalon in program brochures, syllabi, and other program materials; and (3) upon request, furnish Cephalon with a report concerning the expenditure of the funds provided by Cephalon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[NAME OF PROVIDER]

CEPHALON, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____